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5  
6 Attorneys for Plaintiff  
CLAUDIA MOTLEY

7  
8 UNITED STATES DISTRICT COURT  
9  
CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

10 CLAUDIA MOTLEY

11 Plaintiff,

12 v.

13  
14 INGLEWOOD IMAGING  
15 CENTER, LLC,

16 Defendant.

CASE NO. 2:22-cv-08400  
Civil Rights

17  
18  
19  
COMPLAINT FOR PRELIMINARY  
AND PERMANENT INJUNCTIVE  
RELIEF AND DAMAGES:

- 20 1. **Violations of Americans with  
Disabilities Act of 1990 (42 U.S.C. §  
12101 *et seq.*)**
- 21 2. **Violation of the California Unruh Act  
(Cal. Civil Code §§ 51 and 52)**
- 22 3. **Violation of the California Disabled  
Persons Act (Cal. Civil Code § 54 *et  
seq.*)**

**DEMAND FOR JURY TRIAL**

23 Plaintiff CLAUDIA MOTLEY complains of Defendant INGLEWOOD  
24 IMAGING CENTER, LLC, and alleges as follows:

25 1. **INTRODUCTION:** Employees at Inglewood Imaging Center,  
including office staff and medical staff, told Plaintiff she could not enter the  
imaging center with her service dog to complete medically necessary imaging of a  
pituitary gland tumor and an ultrasound of her uterine fibroids. Plaintiff explained  
the tasks that her dog performs for her, and Buddy was wearing a vest and tags  
indicating that he is a service dog. However, Defendant still refused to serve

1 Plaintiff. As a result of Defendant's failure to implement proper a service dog  
2 policy and lack of employee training, Plaintiff was denied equal access to visit  
3 necessary medical treatment. This denial was videotaped by a witness, Plaintiff's  
4 assistive caregiver.

5 2. Plaintiff had to reschedule her medical imaging at another facility  
6 which took over a month. Thus, Defendant's delayed Plaintiff necessary medical  
7 treatment by refusing to treat her due to the presence of her service dog. Plaintiff  
8 was also subject to the humiliation and difficulty having to choose between being  
9 separated from her service dog and receiving medical treatment.

10 3. As a result of Defendant's illegal acts, Plaintiff suffered denial of her  
11 civil rights and suffered physical, mental and emotional damages. Plaintiff would  
12 like to return to receive care at Inglewood Imaging, because it is conveniently  
13 located for her to use, but she is unable to do so with her medically necessary  
14 service dog until the policies of Inglewood Imaging are made accessible to disabled  
15 individuals who use service dogs, including revision of its service dog policies and  
16 necessary employee training. She has brought this lawsuit force Defendant to  
17 change its discriminatory and illegal policies, and to compensate her for refusing to  
18 treat her while she was accompanied by her service dog because she is a physically  
19 disabled person who needs the assistance of his qualified service dog. Plaintiff  
20 seeks an injunction to protect the rights of all disabled persons, including Plaintiff,  
21 when accompanied by a qualified service dog at Inglewood Imaging located 211  
22 Prairie Avenue, Inglewood, California.

23 4. **JURISDICTION:** This Court has jurisdiction of this action pursuant  
24 to 28 USC sections 1331 and 1343. This Court has jurisdiction over the claims  
25 brought under California law pursuant to 28 U.S.C. § 1367.

26 5. **VENUE:** Venue is proper in this court pursuant to 28 USC  
27 section 1391(b) and is proper because the real property which is the subject of this  
28 action is located in this district and that Plaintiff's causes of action arose in this

1 district.

2       **6. INTRADISTRICT:** This case should be assigned to Western  
3 Division as the real property which is the subject of this action is located in this  
4 intradistrict and Plaintiff's causes of action arose in this intradistrict.

5       **7. PARTIES:** Plaintiff Claudia Motley is a "qualified" physically  
6 disabled person. She suffers from degenerative disc disease, stenosis, neuropathy,  
7 Complex PTSD, seizure disorder, hearing loss, and a tumor on her pituitary gland.  
8 Plaintiff relies upon and has trained her service dog, a terrier-shih tzu mix named  
9 "Buddy," to assist her with certain tasks, including 1) retrieve objects for her, 2)  
10 pushing her medical alert button in an emergency, 3) alerting her to the onset of a  
11 seizure, 4) alerting her to the onset of a panic attack, 5) waking her from night  
12 terrors, 6) alerting her to presence of people at the door or approaching people  
13 which Plaintiff does not notice due to her hearing loss, and 7) establishing a  
14 perimeter around her if a stranger gets too close to Plaintiff. Buddy has been both  
15 individually trained by Plaintiff and professionally trained as a service dog. Plaintiff  
16 reinforces that training daily. Buddy wears a vest and a tag that clearly identifies  
17 him as a service dog. Plaintiff is a qualified person with a disability as defined  
18 under federal and state law. 42 U.S.C. § 12102, 29 U.S.C. § 705(9)(B), and  
19 California Government Code § 12926(1).

20       **8.** Defendant INGLEWOOD IMAGING, LLC, is and was at all times  
21 relevant to this Complaint the owner, operator, lessor and/or lessee of the subject  
22 business known as Inglewood Imaging where was scheduled by her insurance to  
23 receive medical imaging services located at 211 Prairie Avenue, Inglewood  
24 Imaging, California.

25       **9.** Inglewood Imaging is a place of "public accommodation" and a  
26 "business establishment" subject to the requirements *inter alia* of multiple  
27 categories of 42 U.S.C. section 12181(7) of the Americans with Disabilities Act of  
28 1990, of California Civil Code sections 51 *et seq.*, and of California Civil Code

1 sections 54 *et seq.*

2       **10. FACTUAL STATEMENT:** Plaintiff is a person with multiple  
3 disabilities who needs regular medical imaging services to monitor her progressive  
4 pituitary gland tumor and fibroids. Inglewood Imaging is an imaging center which  
5 Plaintiff has been treated at previously and which accepts her insurance plan.  
6 Plaintiff has been working with her service dog Buddy for the last six years. Buddy  
7 is a terrier-Shih Tzu mix who was individually trained to be a service dog by  
8 Plaintiff with the guidance of a professional trainer. Plaintiff continues to train  
9 Buddy to serve her specific needs throughout their relationship. Buddy is  
10 specifically trained to assist Plaintiff with numerous tasks including 1) retrieve  
11 objects for her, 2) pushing her medical alert button in an emergency, 3) alerting her  
12 to the onset of a seizure, 4) alerting her to the onset of a panic attack, 5) waking her  
13 from night terrors, 6) alerting her to presence of people at the door or approaching  
14 people which Plaintiff does not notice due to her hearing loss, and 7) establishing a  
15 perimeter around her if a stranger gets too close to Plaintiff.

16       11. Buddy is a working dog; he is not a pet. Plaintiff and Buddy have  
17 trained extensively together, and they supplement that training daily. Plaintiff takes  
18 Buddy everywhere with her in public. It is important they stay together at all times  
19 because (a) Buddy provides important services for Plaintiff; and (b) it is part of the  
20 training and bonding requirement that they be together constantly to maintain their  
21 bond. Where Plaintiff goes, Buddy goes.

22       12. It is self-evident to any reasonable person that Buddy is a service dog  
23 and should be allowed to accompany Plaintiff wherever she goes based on his vest  
24 and calm and well-trained disposition.

25       13. Plaintiff's neurologist and gynecologist both referred Plaintiff for  
26 imaging services. Plaintiff's insurance approved her for an appointment for both an  
27 MRI of her brain and an ultrasound of her uterus at Inglewood Imaging. Plaintiff  
28 was able to get an appointment to do both sets of imaging on July 13, 2022, at 2:00

1 pm.

2       14. On July 12, 2022, Plaintiff called Inglewood Imaging and spoke with a  
3 staff member to confirm her appointment for the following day. While she was on  
4 the phone with Defendant's employee, Plaintiff mentioned that she would be  
5 accompanied by her qualified service dog at her imaging appointment. Defendant's  
6 employee immediately informed Plaintiff that no dogs are allowed in the facility.  
7 Plaintiff explained to Defendant's employee that Buddy is her service dog and that  
8 they could not be separated during her appointment. However, Plaintiff explained  
9 that her IHSS worker would accompany her to the appointment and would be able  
10 to care for Buddy while she was receiving the imaging services. Defendant's  
11 employee reiterated that Plaintiff's dog would not be allowed into the facility  
12 because "no pets are allowed."

13       15. Plaintiff again explained that Buddy is her service dog. She also  
14 explained the tasks that Buddy performs for her, including that he is a seizure alert  
15 dog who is allowed to accompany her wherever she goes. Plaintiff also offered to  
16 bring a dog stroller to contain Buddy during the appointment if Defendant thought  
17 that was necessary. Defendant's employee again told Plaintiff that she would not be  
18 able to receive imaging services at Inglewood Imaging if she was accompanied by  
19 Buddy during the appointment. Defendant's employee then ended the phone call.

20       16. Following this phone conversation, Plaintiff received a text message  
21 confirming her appointment at Inglewood Imaging for July 13, 2022, at 2 pm. This  
22 gave Plaintiff some hope that Defendant would allow her to receive imaging  
23 services with her service.

24       17. On the morning of July 13, 2022, Plaintiff went in person to  
25 Inglewood imaging with Buddy and her caregiver to confirm her appointment for 2  
26 pm. When Plaintiff arrived at Inglewood Imaging, she spoke with one of  
27 Defendant's employees at the front desk. Defendant's employee informed her that  
28 Plaintiff's doctors and insurance company had made an appointment for her at a

1 different imaging center. Plaintiff had not been informed of any change to her  
2 appointment by either her doctors or her insurance company.

3       18. Plaintiff asked Defendant's employee why her appointment at  
4 Inglewood Imaging had been cancelled, and Defendant's employee stated that she  
5 had called Plaintiff's doctor and cancelled the appointment. Plaintiff asked if  
6 Defendant was refusing her service. Defendant's employee told Plaintiff that she  
7 would need to contact her doctor to reschedule the appointment and get another  
8 referral because her appointment was cancelled.

9       19. Plaintiff insisted and asked if she was being refused services due to the  
10 presence of her service dog. Defendant's employee stated that no dogs were  
11 allowed in the facility. Plaintiff again explained that her caregiver would care for  
12 Buddy while she received care. Defendant again stated that she could not have a  
13 dog in the facility and asked Plaintiff to leave the premises.

14       20. Plaintiff left without receiving any care and with confirmation that her  
15 2 pm appointment that day was cancelled.

16       21. Following her visit to Inglewood Imaging on the morning of July 13,  
17 2022, Plaintiff received a voicemail from her doctor's office explaining that her  
18 imaging was rescheduled at a different imaging facility over a month later.

19       22. On August 15, 2022, Plaintiff went to Mink Radiology to have her  
20 ultrasound completed. She brought Buddy with her to the appointment. Mink  
21 Radiology allowed her to have Buddy with her at the facility.

22       23. On August 17, 2022, Plaintiff went to Mink Radiology to have her  
23 MRI completed. She brought Buddy with her to the appointment, and again, she  
24 had no issues with receiving services while he was present.

25       24. This incident was traumatic for Plaintiff who was demeaned,  
26 intimidated, and harassed for asserting her rights under the ADA and state law.  
27 Defendant's staff prevented her from having service animal accompany her during  
28 her medically necessary imaging appointment, which resulted in Plaintiff having to

make an appointment at another imaging center, delaying Plaintiff's imaging and treatment for more than a month.

3       25. Plaintiff has a progressive tumor that must be monitored with regular  
4       MRIs. Plaintiff would like to return to Inglewood Imaging to receive imaging  
5       service because she has been treated there previously, it accepts her insurance, and  
6       it is convenient to her home. However, Plaintiff can only feel comfortable  
7       returning to receive care *after* Defendant has implemented proper service animal  
8       policies and training of its staff.

**FIRST CAUSE OF ACTION:  
VIOLATION OF THE AMERICANS WITH DISABILITIES ACT OF 1990  
(42 USC §§ 12101 *et seq.*)**

11       26. Plaintiff repleads and incorporates by reference, as if fully set forth  
12 again herein, the factual allegations contained in Paragraphs 1 through 25, above,  
13 and incorporates them herein by reference as if separately replied hereafter.

14       27. In 1990 Congress passed the Americans with Disabilities Act after  
15 finding that laws were needed to more fully protect “some 43 million Americans  
16 with one or more physical or mental disabilities; that historically society has tended  
17 to isolate and segregate individuals with disabilities;” that “such forms of  
18 discrimination against individuals with disabilities continue to be a serious and  
19 pervasive social problem”; that “the Nation’s proper goals regarding individuals  
20 with disabilities are to assure equality of opportunity, full participation, independent  
21 living and economic self-sufficiency for such individuals”; and that “the continuing  
22 existence of unfair and unnecessary discrimination and prejudice denies people  
23 with disabilities the opportunity to compete on an equal basis and to pursue those  
24 opportunities for which our free society is justifiably famous.” 42 U.S.C. §  
25 12101(a).

26        28. The ADA provides, "No individual shall be discriminated against on  
27 the basis of disability in the full and equal enjoyment of the goods, services,  
28 facilities, privileges, advantages, or accommodations of any place of public

1 accommodation by any person who owns, leases, or leases to, or operates a place of  
 2 public accommodation.” 42 USC § 12182.

3       29. Plaintiff is a qualified individual with a disability as defined in the  
 4 Rehabilitation Act and in the Americans with Disabilities Act of 1990.

5       30. Inglewood Imaging is a public accommodation within the meaning of  
 6 Title III of the ADA. 42 U.S.C. § 12181(7)(F).

7       31. The ADA prohibits, among other types of discrimination, “failure to  
 8 make reasonable modifications in policies, practices or procedures when such  
 9 modifications are necessary to afford such goods, services, facilities, privileges,  
 10 advantages or accommodations to individuals with disabilities.” 42 U.S.C. §  
 11 12182(b)(2)(A)(ii).

12       32. Under the “2010 Revised ADA Requirements: Service Animals,” as  
 13 published by the United States Department of Justice, and distributed by the DOJ’s  
 14 Civil Rights Division, Disability Rights Section, “Generally, title II and title III  
 15 entities must permit service animals to accompany people with disabilities in all  
 16 areas where members of the public are allowed to go.” ADA 2010 Revised  
 17 Requirements, [www.ada.gov/service-animals-2010.htm](http://www.ada.gov/service-animals-2010.htm) Further,

18       **Under the ADA, State and local governments, businesses, and  
 19 nonprofit organizations that serve the public generally must allow  
 20 service animals to accompany people with disabilities in all areas of  
 21 the facility where the public is normally allowed to go.** For example,  
 22 in a hospital it would be inappropriate to exclude a service animal from  
 areas such as patient rooms, clinics, cafeterias, or examination rooms.  
 However, it may be appropriate to exclude a service animal from  
 operating rooms or burn units where the animal’s presence may  
 compromise a sterile environment.

23  
 24       *Ibid.*, emphasis in original. Plaintiff has never requested that her service dog be  
 25 allowed in operating rooms or burn units.

26       33. Defendant has a policy and practice of denying and restricting access  
 27 to patients with service animals.

28       34. On information and belief, as of the date of Plaintiff’s most recent visit

1 to Inglewood Imaging on or about July 13, 2022, Defendant continues to deny full  
2 and equal access to Plaintiff and to discriminate against Plaintiff on the basis of her  
3 disabilities, thus wrongfully denying to Plaintiff the full and equal enjoyment of the  
4 goods, services, facilities, privileges, advantages and accommodations of  
5 Defendant's premises, in violation of the ADA.

6       35. In passing the Americans with Disabilities Act of 1990 (hereinafter  
7 "ADA"), Congress stated as its purpose:

8              It is the purpose of this Act

- 9              (1) to provide a clear and comprehensive national mandate for the  
10 elimination of discrimination against individuals with disabilities;  
11              (2) to provide clear, strong, consistent, enforceable standards addressing  
12 discrimination against individuals with disabilities;  
13              (3) to ensure that the Federal Government plays a central role in enforcing  
14 the standards established in this Act on behalf of individuals with disabilities;  
15 and  
16              (4) to invoke the sweep of congressional authority, including the power to  
17 enforce the fourteenth amendment and to regulate commerce, in order to  
18 address the major areas of discrimination faced day-to-day by people with  
19 disabilities.

20       42 USC § 12101(b).

21       36. As part of the ADA, Congress passed "Title III - Public  
22 Accommodations and Services Operated by Private Entities" (42 USC § 12181 *et*  
23 *seq.*). The subject property and facility is one of the "private entities" which are  
24 considered "public accommodations" for purposes of this title, which includes but  
25 is not limited to any "professional office of a health care provider." 42 USC  
26 § 12181(7)(F).

27       37. The ADA states that "No individual shall be discriminated against on  
28 the basis of disability in the full and equal enjoyment of the goods, services,  
facilities, privileges, advantages, or accommodations of any place of public  
accommodation by any person who owns, leases, or leases to, or operates a place of  
public accommodation." 42 U.S.C. § 12182. The specific prohibitions against

1 discrimination include, but are not limited to the following:

2     § 12182(b)(1)(A)(ii): “Participation in Unequal Benefit. - It shall be discriminatory  
3 to afford an individual or class of individuals, on the basis of a disability or  
4 disabilities of such individual or class, directly, or through contractual, licensing, or  
5 other arrangements, with the opportunity to participate in or benefit from a good,  
6 service, facility, privilege, advantage, or accommodation that is not equal to that  
7 afforded to other individuals.”

8     § 12182(b)(2)(A)(ii): “a failure to make reasonable modifications in policies,  
9 practices, or procedures when such modifications are necessary to afford such  
10 goods, services, facilities, privileges, advantages, or accommodations to individuals  
11 with disabilities...;”

12     § 12182(b)(2)(A)(iii): “a failure to take such steps as may be necessary to ensure  
13 that no individual with a disability is excluded, denied service, segregated, or  
14 otherwise treated differently than other individuals because of the absence of  
15 auxiliary aids and services...;”

16     § 12182(b)(2)(A)(iv): “a failure to remove architectural barriers, and  
17 communication barriers that are structural in nature, in existing facilities... where  
18 such removal is readily achievable;”

19     § 12182(b)(2)(A)(v): “where an entity can demonstrate that the removal of a barrier  
20 under clause (iv) is not readily achievable, a failure to make such goods, services,  
21 facilities, privileges, advantages, or accommodations available through alternative  
22 methods if such methods are readily achievable.”

23       38. The acts and omissions of Defendant set forth herein were in violation  
24 of Plaintiff's rights under the ADA and the regulations promulgated thereunder, 28  
25 C.F.R. Part 36 *et seq.*

26       39. The removal of each of the policy barriers complained of by Plaintiff  
27 as hereinabove alleged, were at all times herein mentioned “readily achievable”  
28 under the standards of sections 12181 and 12182 of the ADA. As noted

1 hereinabove, removal of each and every one of the policy barriers complained of  
2 herein were already required under California law. In the event that removal of any  
3 barrier is found to be “not readily achievable,” Defendant still violated the ADA,  
4 per section 12182(b)(2)(A)(v) by failing to provide all goods, services, privileges,  
5 advantages and accommodations through alternative methods that were “readily  
6 achievable.”

7 40. On information and belief, as of the dates of Plaintiff’s encounters at  
8 the premises and as of the filing of this Complaint, Defendant’s actions, policies,  
9 and physical premises have denied and continue to deny full and equal access to  
10 Plaintiff and to other disabled persons who work with service dogs, which violates  
11 Plaintiff’s right to full and equal access and which discriminates against Plaintiff on  
12 the basis of her disabilities, thus wrongfully denying to Plaintiff the full and equal  
13 enjoyment of the goods, services, facilities, privileges, advantages and  
14 accommodations, in violation of 42 U.S.C. sections 12182 and 12183 of the ADA.

15 41. Defendant’s actions continue to deny Plaintiff’s rights to full and equal  
16 access by deterring Plaintiff from receiving care at Inglewood Imaging and  
17 discriminated and continue to discriminate against her on the basis of her  
18 disabilities, thus wrongfully denying to Plaintiff the full and equal enjoyment of  
19 Defendant’s goods, services, facilities, privileges, advantages and accommodations,  
20 in violation of section 12182 of the ADA. 42 U.S.C. § 12182.

21 42. Pursuant to the Americans with Disabilities Act, 42 U.S.C. sections  
22 12188 *et seq.*, Plaintiff is entitled to the remedies and procedures set forth in  
23 section 204(a) of the Civil Rights Act of 1964, 42 USC 2000(a)-3(a), as Plaintiff is  
24 being subjected to discrimination on the basis of her disabilities in violation of  
25 sections 12182 and 12183 of this title. On information and belief, Defendant has  
26 continued to violate the law and deny the rights of Plaintiff and other disabled  
27 persons to “full and equal” access to this public accommodation since on or before  
28 Plaintiff’s encounters. Pursuant to section 12188(a)(2).

1 [i]n cases of violations of § 12182(b)(2)(A)(iv) and § 12183(a)...  
 2 injunctive relief shall include an order to alter facilities to make such  
 3 facilities readily accessible to and usable by individuals with disabilities  
 4 to the extent required by this title. Where appropriate, injunctive relief  
 shall also include requiring the provision of an auxiliary aid or service,  
 modification of a policy, or provision of alternative methods, to the  
 extent required by this title.

5 43. Plaintiff seeks relief pursuant to remedies set forth in section 204(a) of  
 6 the Civil Rights Act of 1964 (42 USC 2000(a)-3(a)), and pursuant to Federal  
 7 Regulations adopted to implement the Americans with Disabilities Act of 1990.  
 8 Plaintiff is a qualified disabled person for purposes of section 12188(a) of the ADA  
 9 who is being subjected to discrimination on the basis of disability in violation of  
 10 Title III and who has reasonable grounds for believing she will be subjected to such  
 11 discrimination each time that she may use the property and premises, or attempt to  
 12 patronize Inglewood Imaging, in light of Defendant's policy barriers.

13 WHEREFORE, Plaintiff prays for relief as hereinafter stated.

14 **SECOND CAUSE OF ACTION:**  
 15 **VIOLATION OF CALIFORNIA LAW INCLUDING: THE UNRUH  
 ACT, CIVIL CODE SECTIONS 51 AND 52, AND THE AMERICANS  
 WITH DISABILITIES ACT AS INCORPORATED  
 BY CIVIL CODE SECTION 51(f)**

16 44. Plaintiff re-pleads and incorporates by reference, as if fully set forth  
 again herein, the allegations contained in Paragraphs 1 through 43 of this  
 Complaint and incorporates them herein as if separately re-pledged.

17 45. At all times relevant to this action, the Unruh Civil Rights Act,  
 California Civil Code § 51(b), provided that:

18 All persons within the jurisdiction of this state are free and equal, and  
 19 no matter what their sex, race, color, religion, ancestry, national origin,  
 20 disability, or medical condition are entitled to the full and equal  
 21 accommodations, advantages, facilities, privileges, or services in all  
 22 business establishments of every kind whatsoever.

23 46. California Civil Code section 52 provides that the discrimination by  
 24 Defendant against Plaintiff on the basis of her disability constitutes a violation of  
 25 the general anti-discrimination provisions of sections 51 and 52.

26 47. Inglewood Imaging is a business establishment within the meaning of

1 the Unruh Act. Defendant is the owner and operator of the business establishment.

2 48. Each of Defendant's discriminatory acts or omissions constitutes a  
3 separate and distinct violation of California Civil Code section 52, which provides  
4 that:

5 Whoever denies, aids or incites a denial, or makes any discrimination  
6 or distinction contrary to section 51, 51.5, or 51.6 is liable for each and  
7 every offense for the actual damages, and any amount that may be  
8 determined by a jury, or a court sitting without a jury, up to a maximum  
9 of three times the amount of actual damage but in no case less than four  
thousand dollars (\$4,000), and any attorney's fees that may be  
determined by the court in addition thereto, suffered by any person  
denied the rights provided in Section 51, 51.5, or 51.6.

10 49. Any violation of the Americans with Disabilities Act of 1990  
11 constitutes a violation of California Civil Code section 51(f), thus independently  
12 justifying an award of damages and injunctive relief pursuant to California law,  
13 including Civil Code section 52. Per Civil Code section 51(f), "A violation of the  
14 right of any individual under the Americans with Disabilities Act of 1990 (Public  
15 Law 101-336) shall also constitute a violation of this section."

16 50. The actions and omissions of Defendant as herein alleged constitute a  
17 denial of access to and use of the described public facilities by disabled persons  
18 who use service dogs within the meaning of California Civil Code sections 51 and  
19 52. As a proximate result of Defendant's action and omissions, Defendant has  
20 discriminated against Plaintiff in violation of Civil Code sections 51 and 52, and are  
21 responsible for statutory, compensatory and treble damages to Plaintiff, according  
22 to proof.

23 51. Defendant's behavior was intentional: Defendant was aware and/or  
24 was made aware of its duties to refrain from establishing discriminatory policies  
25 against physically disabled persons, prior to the filing of this Complaint.  
Defendant's establishment of its discriminatory policy to deny and restrict entry to  
persons with service dogs, and its implementation of such a discriminatory policy  
against Plaintiff, indicate actual and implied malice toward Plaintiff and conscious

1 disregard for her rights and safety.

2       **52. FEES AND COSTS:** As a result of Defendant's acts, omissions and  
3 conduct, Plaintiff has been required to incur attorney fees, litigation expenses and  
4 costs as provided by statute in order to enforce Plaintiff's rights and to enforce  
5 provisions of law protecting access for disabled persons and prohibiting  
6 discrimination against disabled persons. Plaintiff therefore seeks recovery of all  
7 reasonable attorney fees, litigation expenses and costs pursuant to the provisions of  
8 California Civil Code sections 51 and 52. Additionally, Plaintiff's lawsuit is  
9 intended to require that Defendant make its facilities and policies accessible to all  
10 disabled members of the public, justifying "public interest" attorney fees, litigation  
11 expenses and costs pursuant to the provisions of California Code of Civil Procedure  
12 section 1021.5 and other applicable law.

13       53. Plaintiff suffered damages as above-described as a result of  
14 Defendant's violations.

15                   WHEREFORE, Plaintiff prays for relief as hereinafter stated.

16                   **THIRD CAUSE OF ACTION:  
17                   DAMAGES AND INJUNCTIVE RELIEF  
18                   FOR DENIAL OF FULL AND EQUAL ACCESS TO PUBLIC FACILITIES  
19                   IN A PUBLIC ACCOMMODATION  
20                   (Civil Code §§ 54 *et seq.*)**

21       54. Plaintiff re-pleads and incorporates by reference, as if fully set forth  
hereafter, the factual allegations contained in Paragraphs 1 through 53 of this  
Complaint as plead infra, incorporates them herein as if separately re-pledged.

22       55. Under the California Disabled Persons Act (CDPA), people with  
disabilities are entitled to the "full and free use of . . . public buildings, . . . public  
facilities, and other public places." Civil Code § 54(a).

23       56. Civil Code section 54.1(a)(1) further guarantees the right of "full and  
equal access" by persons with disabilities to "accommodations, advantages,  
facilities . . . hotels, lodging places of accommodation, amusement or resort, or  
other places to which the general public is invited." Civil Code § 54.1(c) also

1 specifies that, “individuals with a disability and persons authorized to train service  
2 dogs for individuals with a disability, may take dogs, for the purpose of training  
3 them as guide dogs, signal dogs, or service dogs in any of the places specified in  
4 subdivisions (a) and (b).”

5       57. Civil Code section 54.2(a) specifically protects the right of “every  
6 individual with a disability” “to be accompanied by a guide dog, signal dog, or  
7 service dog, especially trained for the purpose, in any of the places specified in  
8 Section 54.1.”

9       58. Civil Code section 54.3(b) makes liable “Any person or persons, firm  
10 or corporation who denies or interferes with admittance to or enjoyment of the  
11 public facilities as specified in Sections 54 and 54.1 or otherwise interferes with the  
12 rights of an individual with a disability under Sections 54, 54.1 and 54.2.” This  
13 section also specifies that, “[I]nterfere,’ for purposes of this section, includes, but  
14 is not limited to, preventing or causing the prevention of a guide dog, signal dog, or  
15 service dog from carrying out its functions in assisting a disabled person.”

16       59. Defendant is also in violation of California Penal Code section  
17 365.5(b) which states:

18       No blind person, deaf person, or disabled person and his or her specially  
19 trained guide dog, signal dog, or service dog shall be denied admittance  
20 to accommodations, advantages, facilities, medical facilities, including  
21 hospitals, clinics, and physicians’ offices, telephone facilities, adoption  
agencies, private schools, hotels, lodging places, places of public  
accommodation, amusement or resort, and other places to which the  
general public is invited within this state because of that guide dog,  
signal dog, or service dog.

22  
23       60. Inglewood Imaging is a public accommodation within the meaning of  
24 the CDPA. On information and belief, Defendant is the owner, operator, lessor or  
25 lessee of the public accommodation.

26       61. Defendant made the decision to knowingly and willfully exclude  
27 Plaintiff and her service dog from its public accommodation and thereby deny  
28 Plaintiff her right of entrance into its place of business with her service dog. As a

1 result of that decision Plaintiff has faced the continuing discrimination of being  
2 barred from entering this public accommodation and place of business based upon  
3 Defendant's illegal prohibition of her legally protected use of her service dog.  
4 Plaintiff has continued to suffer denial of access to these facilities, and faces the  
5 prospect of unpleasant and discriminatory treatment should she attempt to return to  
6 these facilities. Plaintiff is unable to return to Inglewood Imaging until she receives  
7 the protection of this Court's injunctive relief, and she has continued to suffer  
8 discrimination on a daily basis since May 24, 2022, all to her statutory damages  
9 pursuant to California Civil Code §§ 54.1, 54.2, and 54.3 and California Penal Code  
10 section 365.5.

11       **62. INJUNCTIVE RELIEF:** Plaintiff seeks injunctive relief to prohibit  
12 the acts and omissions of Defendant as complained of herein which are continuing  
13 on a day-to-day basis and which have the effect of wrongfully excluding Plaintiff  
14 and other members of the public who are disabled, including disabled individuals  
15 who require the assistance of service animals, from full and equal access to these  
16 public facilities. Such acts and omissions are the cause of humiliation and mental  
17 and emotional suffering of Plaintiff in that these actions continue to treat Plaintiff as  
18 an inferior and second-class citizen and serve to discriminate against her on the sole  
19 basis that she is a person with disabilities who requires the assistance of a service  
20 animal.

21       63. Plaintiff wishes to return to Inglewood Imaging but is deterred from  
22 returning to use these facilities, because the lack of access and the significant policy  
23 barriers will foreseeably cause her further difficulty, discomfort and  
24 embarrassment, and Plaintiff is unable, so long as such acts and omissions of  
25 Defendant continue, to achieve equal access to and use of these public facilities.  
26 Therefore, Plaintiff cannot return to Inglewood Imaging and its facilities and is  
27 deterred from further patronage until these facilities are made properly accessible  
28 for disabled persons, including Plaintiff and other disabled persons and disabled

1 individuals who require the assistance of a service animal.

2       64. The acts of Defendant have proximately caused and will continue to  
3 cause irreparable injury to Plaintiff if not enjoined by this Court. Plaintiff seeks  
4 injunctive relief as to Defendant's inaccessible policies. As to the Defendant that  
5 currently own, operate, and/or lease (from or to) the subject premises, Plaintiff  
6 seeks preliminary and permanent injunctive relief to enjoin and eliminate the  
7 discriminatory practices that deny full and equal access for disabled persons, and  
8 seeks an award of reasonable statutory attorney fees, litigation expenses and costs.

9       65. Wherefore Plaintiff asks this Court to preliminarily and permanently  
10 enjoin any continuing refusal by Defendant to grant full and equal access to  
11 Plaintiff in the ways complained of and to require Defendant to comply forthwith  
12 with the applicable statutory requirements relating to access for disabled persons.  
13 Such injunctive relief is provided by California Civil Code sections 54.1, 54.2 and  
14 55, and other laws. Plaintiff further requests that the Court award damages  
15 pursuant to Civil Code section 54.3 and other law and attorney fees, litigation  
16 expenses, and costs pursuant to Civil Code sections 54.3 and 55, Code of Civil  
17 Procedure section 1021.5 and other law, all as hereinafter prayed for.

18       66. **DAMAGES:** As a result of the denial of full and equal access to the  
19 described facilities and due to the acts and omissions of Defendant in owning,  
20 operating, leasing, constructing, altering, and/or maintaining the subject facilities,  
21 Plaintiff has suffered a violation of her civil rights, including but not limited to  
22 rights under Civil Code sections 54 and 54.1, and has suffered difficulty,  
23 discomfort and embarrassment, and physical, mental and emotional personal  
24 injuries, all to her damages per Civil Code section 54.3, including general and  
25 statutory damages, and treble damages, as hereinafter stated. Defendant's actions  
26 and omissions to act constitute discrimination against Plaintiff on the basis that she  
27 was and is physically disabled and unable, because of the policy barriers created  
28 and/or maintained by the Defendant in violation of the subject laws, to use the

1 public facilities on a full and equal basis as other persons. The violations have  
 2 deterred Plaintiff from returning to attempt to patronize Inglewood Imaging and  
 3 will continue to cause her damages each day these barriers to access and policy  
 4 barriers continue to be present.

5       67. Further, although it is not necessary for Plaintiff to prove wrongful  
 6 intent in order to show a violation of California Civil Code sections 54 and 54.1 or  
 7 of Title III of the ADA (*see Donald v. Café Royale*, 218 Cal. App. 3d 168, 177  
 8 (1990)), Defendant's behavior was intentional. Defendant was aware and/or were  
 9 made aware of its duties to refrain from establishing discriminatory policies against  
 10 disabled persons, prior to the filing of this complaint. Defendant's establishment of  
 11 its discriminatory policy to deny and restrict entry to persons with service dogs, and  
 12 its implementation of such a discriminatory policy against Plaintiff, indicate actual  
 13 and implied malice toward Plaintiff and conscious disregard for her rights and  
 14 safety.

15       68. **FEES AND COSTS:** As a result of Defendant's acts, omissions, and  
 16 conduct, Plaintiff has been required to incur attorney fees, litigation expenses, and  
 17 costs as provided by statute, in order to enforce Plaintiff's rights and to enforce  
 18 provisions of the law protecting access for disabled persons and prohibiting  
 19 discrimination against disabled persons. Plaintiff therefore seeks recovery of all  
 20 reasonable attorney fees, litigation expenses, and costs, pursuant to the provisions  
 21 of Civil Code sections 54.3 and 55. Additionally, Plaintiff's lawsuit is intended to  
 22 require that Defendant make its facilities accessible to all disabled members of the  
 23 public, justifying "public interest" attorney fees, litigation expenses and costs  
 24 pursuant to the provisions of California Code of Civil Procedure section 1021.5 and  
 25 other applicable law.

26                   WHEREFORE, Plaintiff prays for relief as hereinafter stated.

27                   **PRAYER**

28                   Plaintiff has no adequate remedy at law to redress the wrongs suffered as set

forth in this Complaint. Plaintiff has suffered and will continue to suffer irreparable injury as a result of the unlawful acts, omissions, policies, and practices of the Defendant as alleged herein, unless Plaintiff is granted the relief she requests. Plaintiff and Defendant have an actual controversy and opposing legal positions as to Defendant's violations of the laws of the United States and the State of California. The need for relief is critical because the rights at issue are paramount under the laws of the United States and the State of California.

WHEREFORE, Plaintiff Claudia Motley prays for judgment and the following specific relief against Defendant:

1. An order enjoining Defendant, its agents, officials, employees, and all persons acting in concert with them:

- a. From continuing the unlawful acts, conditions, and practices described in this Complaint;
- b. To modify their policies and practices to accommodate service dog users in conformity with federal and state law, and to advise Plaintiff that her service dog will not be excluded should she desire to enter and use the services of Inglewood Imaging;
- c. That the Court issue preliminary and permanent injunction directing Defendant as current owners, operators, lessors, and/or lessees and/or their agents of the subject property and premises to modify the above described property, premises, policies and related policies and practices to provide full and equal access to all persons, including persons with disabilities; and issue a preliminary and permanent injunction pursuant to ADA section 12188(a) and state law directing Defendant to provide facilities usable by Plaintiff and similarly situated persons with disabilities, and which provide full and equal access, as required by law, and to maintain such accessible facilities once they are provided and to train Defendant's employees and agents

1                   in how to recognize disabled persons and accommodate their rights  
2                   and needs;

3                   d. An order retaining jurisdiction of this case until Defendant have fully  
4                   complied with the orders of this Court, and there is a reasonable  
5                   assurance that Defendant will continue to comply in the future absent  
6                   continuing jurisdiction;

7                   2. An award to Plaintiff of statutory, actual, general, treble, and punitive  
8                   damages in amounts within the jurisdiction of the Court, all according to proof;

9                   3. An award of civil penalty as against Defendant under California Penal  
10                  Code § 365.5(c);

11                  4. An award to Plaintiff pursuant to 42 U.S.C. § 12205, 29 U.S.C. § 794a,  
12                  California Civil Code §§ 52 and 54.3, California Code of Civil Procedure § 1021.5,  
13                  and as otherwise permitted by law, of the costs of this suit and reasonable attorneys'  
14                  fees and litigation expenses;

15                  5. An award of prejudgment interest pursuant to Civil Code § 3291;

16                  6. Interest on monetary awards as permitted by law; and

17                  7. Grant such other and further relief as this Court may deem just and  
18                  proper.

19 Date: November 17, 2022

REIN & CLEFTON

20                   */s/ Aaron M. Clefton*

21                   By AARON M. CLEFTON, Esq.  
22                   Attorneys for Plaintiff  
CLAUDIA MOTLEY

23                   **JURY DEMAND**

24                   Plaintiff hereby demands a trial by jury for all claims for which a jury is  
25                  permitted.

26 Date: November 17, 2022

REIN & CLEFTON

27                   */s/ Aaron M. Clefton*

1 By AARON M. CLEFTON, Esq.  
2 Attorneys for Plaintiff  
3 CLAUDIA MOTLEY  
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